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*Attorney for Debtors,*  
RONALD AND ARLENE SILVER

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF ARIZONA**

In Re:  
  
Arlene Silver and  
Ronald J. Silver, husband and wife,  
  
Debtors.

**Chapter 11**  
  
**Case No. 2:17-bk-07624-SHG**

**STIPULATION APPROVING ORDER GRANTING MOTION TO APPROVE  
SALE OF REAL PROPERTY**

Debtors in Possession, Arlene Silver and Ronald J. Silver, and first position lienholder Wells Fargo Bank, N.A. as certificate trustee for Gonzalo Residential Asset Trust, through its loan servicer Ocwen Loan Servicing, LLC (“Lienholder”) through their respective undersigned counsel, hereby stipulate to the entry of the proposed form of order attached hereto as **Exhibit “1”** granting Debtors’ Motion to Approve Sale of Real Property filed on May 9, 2018 at Docket Entry No. 115 (“Motion”).

Debtors Motion seeks approval of the sale of real property located at 7009 East Acoma Drive Unit 1052, Scottsdale, Arizona 85254 (“Property”) pursuant to 11 U.S.C. § 363(b), FRBP 2002 & 6004 and Local Rule 6004-1. Lienholder is the only creditor with a secured interest in the Property. Lienholder filed a limited objection to the Motion on May July 24, 2018 to make sure that any order granting the Motion include certain language to ensure, among other things, that Lienholder is paid in full through escrow (Docket Entry No. 120). No other objections to the Motion were filed.

1 Debtors and Lienholder hereby stipulate and agree that the proposed form of order  
2 attached hereto satisfies Lienholder's limited objection and agree that the sale of the  
3 Property is in the best interest of the estate.

4 Wherefore, Debtors and Lienholder hereby stipulate and agree to the entry of the  
5 form of order attached hereto.

6 SO STIPULATED.

7 RESPECTFULLY SUBMITTED this 7th day of August, 2018

8 LAW OFFICES OF KYLE A. KINNEY, PLLC

9  
10 By: /s/ Kyle A. Kinney  
11 Kyle A. Kinney, Esq.  
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14 Attorney for Debtors

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16 By: /s/ Janet M. Spears  
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21 Attorney for Lienholder  
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23  
24  
25  
26  
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28

1 This is to certify that the foregoing was  
2 e-filed on this 7th day of August 2018, in  
3 the United States Bankruptcy Court,  
4 COPY of the foregoing served via  
5 electronicNotification that same date on:

6 Office of the U.S. Trustee  
7 230 North First Avenue, Suite 204  
8 Phoenix, AZ 85003-1706

9 RENEE SANDLER SHAMBLIN  
10 Office of the U. S. Trustee  
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12 Phoenix, AZ 85003-1706

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Brothers Small Balance Commercial  
Mortgage Pass-Through Certificates,  
Series 2007-3

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Attorney for Lienholder  
Nationstar Mortgage, LLC, as servicer for  
Lehman XS Trust Mortgage Pass-  
Through Certificates, Series 2007-15N,  
U.S. Bank National Association, as  
Trustee

# EXHIBIT 1

Kyle A. Kinney, Esq. [Bar No. 027189]  
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*Attorney for Debtors,*  
RONALD AND ARLENE SILVER

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF ARIZONA**

In Re:  
  
Arlene Silver and  
Ronald J. Silver, husband and wife,  
  
Debtors.

**Chapter 11**  
  
**Case No. 2:17-bk-07624-SHG**  
  
**ORDER GRANTING MOTION TO  
APPROVE SALE OF REAL  
PROPERTY**

The Court having received Debtors in Possession, Arlene Silver and Ronald J. Silver, Motion to Approve Sale of Real Property located at 7009 East Acoma Drive Unit 1052, Scottsdale, Arizona 85254 (“Property”) pursuant to 11 U.S.C. § 363(b), FRBP 2002 & 6004 and Local Rule 6004-1 (“Motion”), and with one limited objection having been filed by lien holder Wells Fargo Bank, N.A. as certificate trustee for Gonzalo Residential Asset Trust (“Lienholder”), through its loan servicer Ocwen Loan Servicing, LLC, within the 21 day period and with proper notice and service haven been made pursuant to Rule 2002 of Federal Rules of Bankruptcy Procedure, and Local Rule 9013-1(k)(1); and with such limited objection having been resolved by way of stipulation of the parties;

IT IS HEREBY ORDERED authorizing Debtors to sell the Property pursuant to the terms as set-forth in the proposed purchase contract attached to the Motion;

IT IS FURTHER ORDERED that Lienholder shall be paid in full at the close of escrow subject to a payoff quote obtained at the time of closing;

IT IS FURTHER ORDERED that Debtors shall contact Lienholder and/or its counsel of record prior to the closing of the sale to obtain an updated payoff quote for the

1 Subject Loan. Lienholder may require such updated payoff demand prior to the close of  
2 escrow to ensure Lienholder's claim is paid in full;

3 IT IS FURTHER ORDERED that Lienholder's claim shall not be surcharged in any  
4 way with the costs of the sale, broker commissions, attorneys' fees or any other  
5 administrative claims, costs or expenses in connection with the sale of the Property;

6 IT IS FURTHER ORDERED that if the sale of the Property is not completed or  
7 funds are not received by Lienholder to satisfy the subject loan in full after closing,  
8 Lienholder shall retain its lien for the full amount due under the subject promissory note;

9 IT IS FURTHER ORDERED that to the extent Debtors dispute any amounts which  
10 Lienholder claims are owed on the subject loan, that the undisputed amount of the  
11 Lienholder's claim will be paid at the close of the sale and for the disputed amount of  
12 Lienholder's claim to be segregated in an interest bearing account with an additional  
13 \$10,000 in sale proceeds pending further Order of this Court to allow for Lienholder and/or  
14 Debtors' potential recovery of any of its reasonable attorney's fees and costs incurred in  
15 successfully prevailing upon such dispute;

16 IT IS FURTHER ORDERED that if Debtors fail to close escrow and payoff the  
17 subject loan in accordance with this Order within ninety (90) calendar days of entry of this  
18 Order, Debtors shall file and notice a motion with this Court requesting an extension to  
19 complete the sale;

20 IT IS FURTHER ORDERED that in the event Debtors complete the sale of the  
21 Property prior to confirmation of the Chapter 11 Plan, the Plan and/or Confirmation Order  
22 shall be amended to reflect the sale of the Property and payment of Creditor's secured claim  
23 in full;

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IT IS FURTHER ORDERED that, except for liens, costs and commissions to be paid through escrow as stated in the purchase contract and above, that Debtors shall retain all proceeds received from the sale and shall not make any disbursements unless expressly authorized by this Court or within the ordinary course of business.

**SIGNED AND DATED ABOVE**